

CITY OF LIBERTY LAKE

INTERNET & TELEPHONE SERVICES RFP 2020

INTRODUCTION

PURPOSE AND BACKGROUND

The City of Liberty Lake, (hereinafter “City”) is initiating this Request for Proposal (RFP) to solicit Proposals from Firms (“Carriers”) interested in providing internet and telephone services. The City seeks quality Firm(s) to deliver reliable bandwidth for Internet access as well as telephone service.

Upon completion of the RFP process, the City may contract with selected carrier(s) to provide all or part of these services. The selected carrier(s) will be responsible for all services, installation, and cutover details including planning and documentation.

PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 2020 and to end in October 2023.

Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for five (5) additional one-year contract periods, subject to mutual agreement. Minor adjustments to service, such as additional bandwidth, must be available without changing the contract expiration date.

BACKGROUND/CURRENT SERVICES

The City currently utilizes Ptera Inc. to provide both internet and telephone services for City Hall Library, Police, Public Works, and Parks. The City also owns and operates the Trailhead Golf course. Internet is provided via wireless signal from City Hall to the Trailhead location. Trailhead receives its phone service from CenturyLink. The following relevant voice and data services are in place today:

- City owned fiber connected at City Hall (22710 E Country Vista Drive) and the Police Station/Library (23123 E Mission Avenue).
- 100 Mbps X 100 Mbps internet connection with estimated 30 VoIP trunks plus estimated 60 DIDs.
- Directory listing of certain numbers
- Internet and phone service at Trailhead Golf Pro Shop (1102 N Liberty Lake Rd)
- Internet and phone service at Public Works Yard (375 N Kramer PKWY)

- Internet Service for five (5) City Parks and Facilities. Internet Service is for Public WIFI, security cameras, and irrigation.

SCOPE OF SERVICES

The City of Liberty Lake seeks a quality Firm(s) to provide reliable high speed Internet access. The access must allow for the City's telephone solutions to ride on the same bandwidth. The winning Firm will be responsible to install and maintain equipment to allow for this internet and phone services. Proposals must, at a minimum, provided equivalent services for all current City Services.

GENERAL REQUIREMENTS

The City prefers the location of the Direct Internet access to be at the following location 422 W. Riverside, Spokane, Washington. The City would need to retain their current phone numbers.

A small percentage of our phone numbers would need to be available for directory listing. The bandwidth would be required to be available constantly at full quoted speed with minimal latency.

The City is interested in Direct Internet Access, not point to point access.

The City would not be interested in burst-able bandwidth unless there were no additional charges for it or additional usage rates.

The City is only interested in a highly reliable service and providers must have technicians available on a 24/7 basis that will work with the City. The providers will need to have a 99.99 percent uptime.

The City is interested in a redundant path for reliability for internet and phone service. The City relies on quality internet for public safety, communicating to constituents, and day to day government functions. The City Library also needs dependable internet service for its patrons. The Carrier must have a disaster recovery plan in case internet service is interrupted. Please include the disaster recovery plan in your proposal for consideration.

Carriers shall include proof of two redundant upstream providers.

Carriers shall provide proactive network monitoring for all contracted services.

Carriers shall provide proactive notifications to designated City staff in the event of disruption of service.

Carrier shall provide monthly bandwidth utilization reports. Please provide an example of this report.

Carries shall provide a list of one time and monthly reoccurring costs. A sample table has been provided.

All new equipment that the City would be responsible for must be detailed in the bid.

RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Firm and the City upon receipt of this RFP shall be with RFP Coordinator, as follows:

Name	Todd Henderson
Address	22710 E Country Vista Dr
City, State, Zip Code	Liberty Lake, Washington, 99019
Phone number	509-755-1140
Fax number	509-755-6713
E-mail address	thenderson@libertylakewa.gov

Any other communications will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Firm.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITES

Issue Request for Proposals	August 6, 2020
Last date for questions requiring an addendum	August 26, 2020– 4:00 P. M.
Proposals due	September 1, 2020– 4:00 P. M.
City Council approval of contract	September 15, 2020
Begin contract work	November 1, 2020

The City reserves the right to revise the above schedule.

SUBMISSION OF PROPOSALS

Proposals should be submitted to:
City of Liberty Lake – City Clerk
22710 E Country Vista Dr
Liberty Lake, WA 99019

NOTE: Proposals can be sent electronically to aswenson@libertylakewa.gov

DUE DATE

It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received no later than **4:00 PM ON AUGUST 29, 2020**.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. **The City will not consider Proposals received late.**

Proposals will be publicly acknowledged at 4:00 p.m., on the due date in the City of Liberty Lake City Hall, 22710 E Country Vista Dr, WA 99019.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. For this purpose, the published questions and answers from contact with the RFP coordinator and any other pertinent information shall be provided as an addendum to the RFP. The addendums will be posted to the City of Liberty Lake website as they become available.

The City also reserves the right to cancel or reissue the RFP in whole or part, prior to final award of contract.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at 360/753-9693 to obtain information on certified firms.

ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Carrier

can propose. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

The City is not obligated to contract with the lowest bidder and may instead select the service that provides the most favorable terms for the City.

COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City of Liberty Lake.

All Proposals received shall remain confidential until the award of contract recommendation has been filed with the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

PROPOSAL CONTENTS

PREPERATION OF PROPOSAL

The proposals shall be submitted on eight and one-half by eleven-inch (8" ½ x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be submitted in the order noted below:

1. Business Contact Information / Reference (form included on page 9)
2. Technical Proposal
3. Cost Proposal (form included on page 10)

TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services including the following elements.

SERVICES DESCRIPTION – Include a complete description of the proposed services, including the specific categories identified in the RFP. This section should convey how the Firm’s services meet the City’s needs. Diagrams and proposed routing paths should be included.

IMPLEMENTATION AND SUPPORT PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP and support the City of Liberty Lake in its ongoing use of the services. The Firm may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

If the Firm chooses to bid an exchange of goods proposal all expenses must similarly be laid out including any one (1) time setup or connection expenses. A value must be placed on the exchange of services in order to properly compare it with traditional bids.

Firms may bid both options but must clearly delineate the offers.

PROPOSAL PRICING SHEETS

Bidders may create and submit their own pricing structure forms for review.

EVALUATION

EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s proposal.

NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the city council. Award of contract, if made, shall be by the City Council in open meeting. Proposers wishing to protest the award of the contract must make their protests before the City Council at the award hearing.

CONTRACT TERMS

CITY OF LIBERTY LAKE BUSINESS LICENSE

Persons / firms doing business in the City or with the City must have a valid City of Liberty Lake business license. Questions may be directed to the City Hall at (509) 755-6700.

ANTI-KICKBACK

No officer or employee of the City of Liberty Lake, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

INSURANCE COVERAGE

Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insured but only with respect to the Firm's services to be provided under this contract; and

Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

Professional Liability Insurance shall have a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two [2] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverage required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher

by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

BUSINESS CONTACT INFORMATION

Name of Firm: _____

Address: _____

Mailing Address if different then above: _____

Phone No: _____ Fax No: _____

Project Contact Person: _____

Contact Phone: _____ Email: _____

Alternate Contact Person: _____

Contact Phone: _____ Email: _____

Number of years in business under the firm name indicated above _____

Legal Status of Firm: (sole proprietorship, partnership, corporation, other) _____

REFERENCES

Please provide current local references and contact information:

Business Name: _____

Contact Person: _____ Phone #: _____

Business Name: _____

Contact Person: _____ Phone #: _____

Business Name: _____

Contact Person: _____ Phone #: _____

Business Name: _____

Contact Person: _____ Phone #: _____

BANDWIDTH SERVICES RFP 2020 PROPOSAL

DUE BY AUGUST 29, 2020 AT 4:00 PM

BANDWIDTH AMOUNT	BURSTABLE RATE QUOTE? Y/N	1 Time Setup Charge	Monthly Re-occurring Charge
100 MBPS			
100 MBPS			
Direct Internet Access			
Est 60 DID phone #s			
Long Distance Plan			
Caller name and number delivered			
Directory listing			
Other Costs – (explain)			

--	--	--	--

This Proposal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e. g. , the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Name of Firm: _____

Printed Name: _____ Title: _____

Signature: _____ Date _____

The firm listed above agrees to the terms and specifications set forth in the Bandwidth Services RFP 2020